TRADE MARKS AND TRADE NAMES — PROTECTION APART FROM STATUTE — BASIS AND EXTENT — TERRITORIAL LIMITATION. — The plaintiff manufactured and sold wafers under the name of "Boston Wafers." The defendant had been restrained from using that name within certain limits. The plaintiff now asks an injunction covering the whole of the United States, upon proving that he has established a secondary meaning in a few states outside the original limits. *Held*, that the defendant will be restrained in that territory only where the plaintiff has established such secondary meaning. *Briggs* v. *National Wafer Co.*, 102 N. E. 87 (Mass.).

The plaintiff can acquire in a trade name of this kind only the right to prevent another party's appropriating his good will. *Canal Co.* v. *Clark*, 13 Wall. (U. S.) 311; *Reddaway* v. *Banham*, [1896] A. C. 199. See 9 HARV. L. REV. 291; 13 HARV. L. REV. 152. It would seem to follow that his right to protection is merely coextensive with this good will, and the injunction should extend no further. Where two parties have each established a good will for the same trade name in different parts of the country, courts have refused to allow one to invade the territory of the other, apparently admitting the right of each to use the name in his own territory. *Cohen* v. *Nagle*, 190 Mass. 4, 76 N. E. 276; *Levy* v. *Waitt*, 61 Fed. 1008; *Eastern Outfitting Co.* v. *Manheim*, 59 Wash. 428, 110 Pac. 23; see cases collected in 35 L. R. A. N. S. 251. Under such circumstances there would probably exist a third territory where anyone might use the trade name. This is the first case where a court has placed a sharply defined territorial limit upon a plaintiff's right of exclusion; but it is submitted that the result is perfectly equitable, and a logical extension of the previous decisions.

TROVER AND CONVERSION — DENIAL OF ACCESS TO PREMISES UPON WHICH A CHATTEL LIES. — The defendant, a tenant rightfully in possession of land, refused to allow the plaintiff, a former tenant, to enter and remove hay left there by him after the expiration of his tenancy, because such an entry would injure the growing crop. *Held*, that the defendant is not guilty of conversion. *Sears* v. *Sovie*, 143 N. Y. S. 317.

The decision is based on the reasonableness of the refusal, although it might well have rested on the narrower ground that the proposed entry would have been a trespass. Where an irrevocable license to enter and remove the chattel exists, denial of access is a conversion, because tantamount to wrongful detention. *Nichols* v. *Newsom*, 2 Murph. (N. C.) 302; *McKay* v. *Pearson*, 6 Pa. Super. Ct. 529. But where there is no such license, a denial of access, without more, seems clearly within the tenant's legal right. It is true that equity will not interfere to prevent a mere technical trespass by the owner of chattels under such circumstances. *Gates* v. *Johnston Lumber Co.*, 172 Mass. 495. And it has been said that an unreasonable denial of access, even to one having no right to enter, who wishes to remove his chattels, would be conversion. *Thorogood* v. *Robinson*, 6 Q. B. 769, at p. 772. This seems to have been the *ratio decidendi* of at least one decided case. *Erskine* v. *Savage*, 96 Me. 57, 51 Atl. 242. Although equity will not interfere to protect the tenant from such a threatened violation of his technical legal rights, it seems difficult to find a basis for its interference in favor of the owner of the chattels; and if no remedy exists at equity, it is even harder to justify the imposition of any duty at law.

TRUSTS — NATURE OF THE TRUST RELATION — DEPOSIT IN BANK FOR SPECIFIC PURPOSE — TO SECURE LETTER OF CREDIT. — The plaintiff had taken a letter of credit from the now insolvent bank, and had agreed in return that his salary should be deposited with them as it fell due. When the bank failed their books showed a large balance of deposits in excess of drafts. The plaintiff is seeking to recover the entire amount due him on the ground that the bank held his deposits as a trust fund. *Held*, that he must share with the

general creditors. *Taussig* v. *Carnegie Trust Co.*, 49 N. Y. L. J. 913 (N. Y. App. Div., April, 1913).

Money deposited in a bank is presumed to create the relation of debtor and creditor, and a trust fund cannot be made out unless there are special circumstances to show that the parties expressly intended thus to limit the deposit. *McGregor* v. *Battle*, 128 Ga. 577, 58 S. E. 28. The principal case seems clearly right, for nothing appears in the agreement to indicate that the bank was not at liberty to mingle the salary payments with its own funds as fast as they were deposited, and there can therefore be no specific trust *res*. *Kuehne* v. *Union Trust Co.*, 133 Mich. 602, 95 N. W. 715. On the general question of distinguishing between trust funds and general deposits, see 12 HARV. L. REV. 221; 16 HARV. L. REV. 228; 25 HARV. L. REV. 558.

BOOK REVIEWS.

DAS PROBLEM DES NATÜRLICHEN RECHTS. By Erich Jung, Professor in the University of Strassburg. Leipzig: Duncker and Humblot. 1912. pp. iv, 334.

A few years ago, nothing seemed to be so dead as "natural law." It seemed to be agreed that attempts to work out jural ideals were quite futile, except as analysis, comparative law, and legal history might be made to yield criteria by which particular rules might be measured in order to make the law more systematic and logically consistent. In truth, in the nineteenth century "natural law" was an exotic. The watchwords of the time were certainty and security. The legal institutions of the time, to which jurists sought to assimilate all things, were property and contract. It was a period not of growth but of maturity, and such periods have little use for philosophy.

To-day a movement is in progress which is very like the transition from the stage of strict law to that of equity in the *jus gentium* and in the rise of the court of chancery. Indeed the analogy to the latter is especially noteworthy. The strict law took no account of the moral aspect of conduct. In its zeal for certainty and uniformity it became so wholly unmoral that a sixteenth-century serjeant at law could gravely inform us that it was contrary to the law of God that a specialty creditor who had been paid but who had not given a release under seal should be precluded from exacting payment a second time. In like manner, in its zeal for security of acquisitions and security of transactions, the law of the nineteenth century came almost to ignore the moral worth of the individual. An infusion of moral ideas from without the law proved the remedy in the former case. In the latter, a like infusion of social ideas from without is evidently to be the remedy. But, what is more significant for the present purpose, when jurists come to be affected by the movement, they have recourse once more to the phrase "natural law," which has done duty twice before in legal history under like circumstances. Accordingly we have a revival of natural law in France, and now Germans, who but the other day were speaking scornfully of *das selige Naturrecht* are devoting elaborate treatises to the problem of jural ideals. A constructive period is at hand, the analytical and historical methods, which suffice for a period of maturity and stability, fail to satisfy, and the old attempts to construct an ideal law suggest that we may at least work out the ideals of the time and place and thereby provide a better critique of rules and doctrines and a surer basis for their development whether by judicial experience or by legislation.

For the most part Professor Jung's book has to do with problems connected with the Continental codes. At first these problems would seem to have little direct or immediate interest for the American lawyer. Except to some extent